

EXHIBIT H

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as the "Agreement") is made effective on the date of final execution below between and among SRIHARI GOVINDARAJAN, an individual, MANJULA DASYAM, an individual, and RAMDHAN YADAV KOTAMARAJA, an individual, ANANDA BABU DASARI, an individual, and NOVEDEA SYSTEMS, INC., a corporation, hereinafter collectively referred to as the "Parties."

WHEREAS, RAMDHAN YADAV KOTAMARAJA and ANANDA BABU DASARI filed Plaintiffs' Original Petition, Request for Injunctive Relief, and Request for Disclosures against SRIHARI GOVINDARAJAN captioned as *Ramdhani Yadav Kotamaraja and ANANDA Babu Dasari v. Intellisee Group, Inc., Srihari Govindarajan, Suresh Rajappa*, currently pending in the 68th Judicial District Court of Dallas County, Texas as cause number DC-12-00995 (hereinafter "Lawsuit");

WHEREAS, disagreements exist between the Parties regarding various claims asserted in the Lawsuit and each Party contests and denies claims asserted by the other Party in the Lawsuit however, the Parties desire to resolve and settle all potential claims or claims asserted or that could be asserted by any named party in the Lawsuit without any admission of liability or fault.

NOW THEREFORE, the Parties hereto agree and represent as follows:

1. **Dismissal of Lawsuit and Temporary Injunction.** RAMDHAN YADAV KOTAMARAJA and ANANDA BABU DASARI shall file a dismissal with prejudice against SRIHARI GOVINDARAJAN of their claims in the Lawsuit and request for temporary injunction (captioned as *Ramdhani Yadav Kotamaraja and ANANDA Babu Dasari v. Intellisee Group, Inc., Srihari Govindarajan, Suresh Rajappa*, currently pending in the 68th Judicial District Court of Dallas County, Texas as cause number DC-12-00995).

2. **Release by RAMDHAN YADAV KOTAMARAJA, ANANDA BABU DASARI, and NOVEDEA SYSTEMS, INC.** In exchange for sellers consent to transfer shares as set forth in **Stock Purchase Agreement**, RAMDHAN YADAV KOTAMARAJA, ANANDA BABU DASARI, and NOVEDEA SYSTEMS, INC., collectively and respectively, discharges SRIHARI GOVINDARAJAN and his past, present, and future employers, employees, Tailim Song, the Tailim Song Law Firm, attorneys, stockholders, officers, directors, partners, agents, brokers, contractors, servants, affiliates, subsidiaries, parents, departments, divisions, insurers, predecessors, successors and assigns (collectively the "Released Parties") from all claims and causes of action related to the dispute in and/or underlying the Lawsuit and temporary injunction (captioned as *Ramdhani Yadav Kotamaraja and ANANDA Babu Dasari v. Intellisee Group, Inc., Srihari Govindarajan, Suresh Rajappa*, currently pending in the 68th Judicial District Court of Dallas County, Texas as cause number DC-12-00995) and releases and discharges each of them, jointly and severally, from any and all potential claims or counterclaims, contracts, causes of action, remedies, damages, liabilities, debts, suits, demands, actions, costs, expenses, fees, controversies, set-offs, third party actions or proceedings of whatever kind or nature, criminally or civilly, whether at law, equity, administrative, arbitration or otherwise, whether known or

Handwritten signature and initials, likely of Ramdhani Yadav Kotamaraja, with a circled 'R' below.

unknown, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, which RAMDIIAN YADAV KOTAMARAJA, ANANDA BABU DASARI, and NOVEDEA SYSTEMS, INC., may now have or has ever had against any and each of the Released Parties, from the beginning of the world to the date of this Agreement, or may have in the future based on facts or events occurring prior to the date of this Agreement, without exception or limitation, including but not limited to those claims arising from or relating to the dispute and the Lawsuit and temporary injunction or any other claims or causes of action which were or could have been brought in the Lawsuit.

3. **Immigration.** SRIHARI GOVINDARAJAN Warrants that no immigration/visa (H1B, PERM, I-140 and I-485) cancellations are initiated by him on behalf of NOVEDEA SYSTEMS, INC and SRIHARI GOVINDARAJAN has no knowledge of any such actions conducted by the management of NOVEDEA SYSTEMS, INC which would affect ANANDA BABU DASARI

4. **No Release of Claims for Breach of This Agreement.** Notwithstanding any other language in this Agreement, nothing herein shall be deemed a release of any rights created by this Agreement.

5. **Authority.** Each Party represents that he, she, or it has the authority to enter into this Agreement on his, her, or its behalf or on behalf of the entity he or it is signing on behalf of.

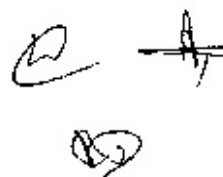
6. **No Prior Conveyance.** The Parties each expressly warrant that no claims, demands, controversies, actions, contracts, causes of action, liabilities, damages, injuries, losses, or other rights released, assigned or waived herein have been previously conveyed, assigned, or transferred in any manner by such Party, respectively, whether in whole or in part, to any person, entity, or other third party.

7. **Competency.** The Parties expressly represent and warrant that each is competent and authorized, respectively, to execute this Agreement.

8. **Not a Mere Recital.** This Agreement is contractual, not a mere recital, and is a full and final settlement of the matters expressed herein and is binding on all spouses, family members, affiliates, owners, predecessors, successors and/or assigns of each party.

9. **No Admission of Liability.** This Agreement is a compromise of doubtful and disputed claims in order to avoid the further trouble and expense of litigation, and shall not be construed as an admission of liability by any Party.

10. **Integration Clause.** This Agreement contains the entire understanding between and among the Parties concerning the matters set forth herein. There are no representations, warranties, agreements, promises, understandings or arrangements, oral or written, express or implied, between and among the Parties relating to the subject matter of this Agreement except those set forth herein. This Agreement supersedes all previous representations, warranties, agreements, promises, understandings or arrangements, oral or written, relating to its subject matter, all of which are cancelled.

Handwritten signatures and initials. There are two distinct signatures at the top, one appearing to be 'C' and the other 'A'. Below them is a circular stamp or mark.

11. Amendment of Agreement. This Agreement may be amended only by written agreement signed by the Parties, and a breach of this Agreement may be waived only by written waiver signed by the party granting the waiver. The waiver of any breach of this Agreement shall not operate or be construed as a waiver of any similar or prior or subsequent breach of this Agreement.

12. Jurisdiction, Choice of Law. The rights and obligations between SRIHARI GOVINDARAJAN, MANJULA DASYAM, RAMDHAN YADAV KOTAMARAJA, ANANDA BABU DASARI, and NOVEDEA SYSTEMS, INC. hereunder shall be construed and enforced with, and governed by, the laws of the State of Texas. The Parties agree that the Dallas County Courts have jurisdiction over both subject matter and personal, for purposes of enforcement and interpretation of this Agreement between the Parties, and waive their rights to have disputes arising out of this Agreement adjudicated in any other forum.

13. Partial Invalidity. In the event any portion of this Agreement is deemed unenforceable, void, voidable, or of no force and effect, no other portion will be thereby affected, and the remainder of this Agreement will continue in full force and effect.

14. Confidentiality. For the purposes of this section, "Party" shall include a Party's affiliates, agents and attorneys. Each Party shall not disclose this Agreement, its contents, or its terms to any third-parties; *provided, however*, that each Party may disclose this Agreement, its contents, and/or its terms to its counsel, to its insurers, lenders, bankers, accountants, and tax advisors solely to the extent as required by law or unless ordered to do so by a court of competent jurisdiction.

15. Adequate Consideration. Each of the Parties represents and warrants that each has received adequate consideration for their respective representations, warranties, releases, and agreements herein.

16. No Construction Against Either Party. This Agreement has been prepared by the joint efforts of the Parties, and each of the Parties hereto acknowledges that they have read the Agreement, and that the Agreement expresses the entire agreement concerning the resolution of the issues identified herein. The Parties agree and acknowledge that each Party has had the opportunity to review this Agreement with its own counsel. This Agreement shall not be strictly construed against any party hereto.

17. Further Actions. The Parties agree they will each execute such other and further instruments and documents or take such other steps as may become necessary to carry out the intent of this Agreement.

18. Paragraph Headings. The paragraph headings utilized in this Agreement are for purposes of convenience of reference only, and shall not be used to construe, modify, alter or supplement the language following such headings.

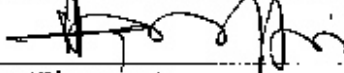
19. Two or More Counterparts. This Agreement may be executed simultaneously in two or more counterparts, by facsimile or otherwise and said counterparts together shall constitute one and the same instrument.

Handwritten signatures and initials in black ink, including a stylized signature and the initials 'RSD'.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below, and the effective date of this Agreement shall be the last date on which any of the Parties sign the Agreement.

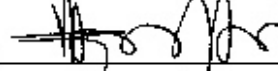
-----Signatures-----

SRIHARI GOVINDARAJAN, an individual


By: (Signature)

2/27/12
Date

MANJULA DASYAM, an individual

MANJULA DASYAM BY  AS AF
By: (Signature)

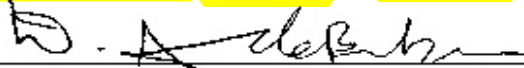
2/27/12
Date

RAMDHAN YADAV KOTAMARAJA, an individual


By: (Signature)

2/27/12
Date

ANANDA BABU DASARI, an individual

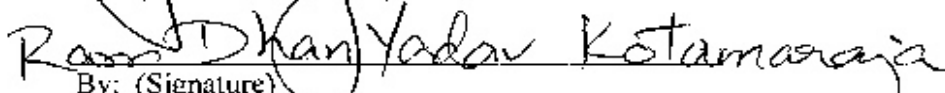

By: (Signature)

2/27/12
Date

NOVEDEA SYSTEMS, INC., a corporation


By: (Printed name, title)

2/27/12
Date


By: (Signature)

ACKNOWLEDGMENT OF SRIHARI GOVINDARAJAN

THE STATE OF Texas

COUNTY OF Dallas

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BEFORE ME, the undersigned authority, on this day personally appeared **SRIHARI GOVINDARAJAN**, an individual, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of February, 2012.

My Commission Expires:

09/09/14

Christina R Kolassa
Notary Public, State of Texas

Christina R Kolassa
Printed Name of Notary



ACKNOWLEDGMENT OF RAMDHAN YADAV KOTAMARAJA

THE STATE OF Texas

COUNTY OF Dallas

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BEFORE ME, the undersigned authority, on this day personally appeared **RAMDHAN YADAV KOTAMARAJA**, an individual, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of February, 2012.

My Commission Expires:

April 29, 2012

Inella E. Coleman

Notary Public, State of Texas

INELLA E. COLEMAN

Printed Name of Notary



ACKNOWLEDGMENT OF ANANDA BABU DASARI

THE STATE OF Texas §
 §
COUNTY OF: Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared **ANANDA BABU DASARI**, an individual, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of February, 2012.

My Commission Expires:

April 29, 2012

Inella E. Coleman

Notary Public, State of Texas

INELLA E. COLEMAN

Printed Name of Notary



ACKNOWLEDGMENT OF NOVEDEA SYSTEMS, INC.

THE STATE OF TEXAS

COUNTY OF _____

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BEFORE ME, the undersigned authority, on this day personally appeared (name) Ram Kotamara-ja, acting as (title) President of **NOVEDEA SYSTEMS, INC., a corporation**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of February, 2012.

Inella E. Coleman

Notary Public, State of Texas

My Commission Expires:

April 29, 2012

INELLA E. COLEMAN

Printed Name of Notary

